



BellSouth Telecommunications, Inc.  
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Nashville, TN 37201-3300

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REC'D TN  
REGULATORY AUTH.

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Guy M. Hicks  
General Counsel

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OFFICE OF THE  
EXECUTIVE SECRETARY  
January 26, 2001

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: Approval of the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.  
Docket No. 01-00095

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Sprint Communications Company L.P. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Collocation Agreement dated January 2, 2001.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Jim Wright, Sprint Communications Company L.P.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 01-00095

**PETITION FOR APPROVAL OF THE**  
**COLLOCATION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND SPRINT COMMUNICATIONS COMPANY L.P.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Sprint Communications Company L.P. ("Sprint") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Fiber Cross Connect Collocation Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Sprint and BellSouth state the following:

1. Sprint and BellSouth have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Sprint dated November 7, 1997. The interconnection agreement was approved by the Tennessee Regulatory Authority ("TRA") on December 2, 1997. The parties have recently negotiated a Fiber Cross Connect Collocation Agreement ("Collocation Agreement"). A copy of the Collocation Agreement is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Sprint and BellSouth are submitting their Collocation Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Collocation Agreement between BellSouth and Sprint within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Sprint and BellSouth aver that the Agreement is consistent with the standards for approval.

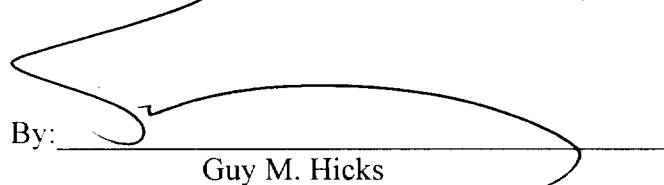
6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Sprint and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 26<sup>th</sup> day of Jan, 2001.

Respectfully submitted,

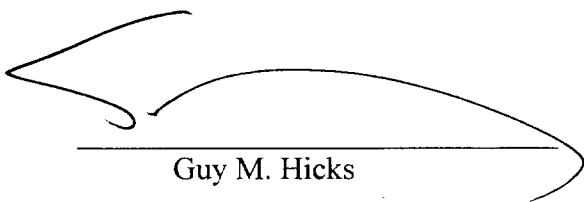
BELLSOUTH TELECOMMUNICATIONS, INC.

By:   
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

# CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Collocation Agreement on the following via United States Mail on the 26<sup>th</sup> day of Jan, 2001.

James B. Wright, Senior Attorney  
Sprint Communications Company, L.P.  
14111 Capital Boulevard  
Wake Forest, North Carolina 27587-5900



Guy M. Hicks

**Cross Connection Agreement Between  
BellSouth Telecommunications, Inc.  
and  
Sprint Communications Company L.P.**

This Agreement (the "Agreement") is entered into effective the 2<sup>nd</sup> day of January, 2001 by and between Sprint Communications Company L.P. ("Sprint") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties".

**WITNESSETH**

WHEREAS, Sprint desires to cross connect to a Physical Collocation arrangement in a BellSouth Central Office in and for the States of Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee (the "cross connections")

WHEREAS, BellSouth is agreeable to provide cross connections subject to the terms and conditions set forth in this agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Sprint and BellSouth hereby covenant and agree as follows:

1. This Agreement for cross connections shall become binding upon execution by the Parties and, subject to Sprint's right to terminate as further specified herein, shall continue for a period of two years. Sprint may terminate this Agreement without penalty at any time, upon thirty days written notice to BellSouth.
2. BellSouth will, upon request, provide and Sprint will compensate BellSouth for the cross connections in accordance with the terms and conditions set forth herein and the schedule of prices set forth in Attachment A to this Agreement, which is incorporated herein by reference, in and for the States of Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee.
3. Neither Party will be liable to the other for any damage to property, equipment or facilities or injury to person caused by the other Party, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. Each Party will indemnify and defend the other Party against any third party claims, lawsuits, judgments, fees, costs or other expenses resulting or claimed to result from activities of the indemnifying Party, its agents or employees.
4. No Consequential Damages. Neither Party will be liable to the other for indirect, incidental, consequential, reliance, or special damages (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits

suffered by such other parties (collectively, "Consequential Damages")), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Nothing in this section will limit the parties' indemnification obligations as specified herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date indicated below.

Sprint Communications Company L.P.

W. Richard Morris  
Authorized Signature

W. Richard Morris  
Print or Type Name

Vice President - External  
Title Affairs / Local Mkts.

1 - 2 - 081  
Date

BellSouth Telecommunications, Inc.

Pat C. Fitch  
Authorized Signature

PATRICK C. FITCH  
Print or Type Name

Marketing Director  
Title

1/03/01  
Date

## ATTACHMENT A

### Georgia

PE1F2	Cross Connects	Per cross connect	MRC	NRC-First/Add'l
PE1F4	2-fiber		\$2.86	\$52.14/\$38.72
	4-fiber		\$5.08	\$64.74/\$51.31
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

### Kentucky

PE1F2	Cross Connects	Per cross connect	MRC	NRC-First/Add'l
PE1F4	2-fiber		\$3.80	\$52.04/\$38.63
	4-fiber		\$6.75	\$64.59/\$51.18
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

### Louisiana

PE1F2	Cross Connects	Per cross connect	MRC	NRC-First/Add'l
PE1F4	2-fiber		\$3.03	\$51.86/\$38.49
	4-fiber		\$5.38	\$64.36/\$50.99
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$47.44	NA
PE1B4	4 Fiber Cross-Connect		\$63.97	NA

### Mississippi

PE1F2	Cross Connects	Per cross connect	MRC	NRC-First/Add'l
PE1F4	2-fiber		\$3.28	\$51.78/\$38.43
	4-fiber		\$5.83	\$64.27/\$50.91
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

### South Carolina

PE1F2	Cross Connects	Per cross connect	MRC	NRC-First/Add'l
PE1F4	2-fiber		\$2.82	\$52.11/\$38.69
	4-fiber		\$5.01	\$64.69/\$51.26
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA

## ATTACHMENT A (Cont.)

### Tennessee

	Cross Connects	Per cross connect	MRC	NRC-First/Add'l
PE1F2	2-fiber		\$3.82	\$52.37/\$38.89
PE1F4	4-fiber		\$6.79	\$65.03/\$51.55
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

\* POT Bay Charges in addition to cross connect charges will apply for collocation arrangements where the demarcation point is located at the POT Bay.